

Filing at a Glance

Companies: State Auto Property and Casualty Insurance Company, State Automobile Mutual Insurance Company

SERFF Tr Num: SAMM-125234799 State: Arkansas

SERFF Status: Closed

State Tr Num: AR-PC-07-025462

Made/Occurrence

State Status:

Co Status:

Reviewer(s): Betty Montesi, Edith
Roberts, Brittany Yielding

Disposition Date: 07-17-2007

Disposition Status: Approved

Effective Date (New):

Effective Date (Renewal):

General Information

Status of Filing in Domicile: Pending

Domicile Status Comments:

Reference Number:

Advisory Org. Circular:

Deemer Date:

Deemer Date:

Deemer Date:

Deemer Date:

Deemer Date:

With this filing State Auto is implementing changes to our policy forms (and rules and rates by separate letter) as follows. Please see Exhibit I for forms list.

1. Plus Endorsements

We are enhancing proprietary endorsements referred to as Plus forms. These are endorsements that package together several enhancements. This revision will add additional coverages and increase the limits on others. There is no rate impact with the changes to these endorsements.

2. Terrorism

We are also filing endorsements and manual revisions to address the change from the original Terrorism Risk Insurance Act of 2002 (TRIA) to the changes introduced by the extension referred to as Terrorism Risk Insurance Extension Act of 2005 (TRIEA) and the possible sunset of coverage on December 31, 2007. This change addresses language

amendments.

3. Additional Insured

We are making available two new optional additional insured endorsements.

Company and Contact

Filing Contact Information

Kathy Hartwell, Supervisor, State Filings	kathy.hartwell@stateauto.com
State Auto Insurance Companies	(800) 695-9436 [Phone]
Columbus, OH 43215	(614) 719-0299[FAX]

Filing Company Information

State Auto Property and Casualty Insurance Company	CoCode: 25127	State of Domicile: Iowa
1300 Woodland Avenue	Group Code: 175	Company Type: Property and Casualty
P. O. Box 66150		
West Des Moines, IA 50265-0150	Group Name:	State ID Number:
(614) 464-5000 ext. [Phone]	FEIN Number: 57-6010814	

State Automobile Mutual Insurance Company	CoCode: 25135	State of Domicile: Ohio
518 East Broad Street	Group Code: 175	Company Type: Property and Casualty
P. O. Box 182822		
Columbus, OH 43215	Group Name:	State ID Number:
(614) 464-5000 ext. [Phone]	FEIN Number: 31-4316080	

Filing Fees

Fee Required?	Yes
Fee Amount:	\$50.00
Retaliatory?	No
Fee Explanation:	\$50.00 for each filing
Per Company:	No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
State Auto Property and Casualty Insurance Company	\$50.00	07-16-2007	14625442
State Automobile Mutual Insurance Company	\$0.00	07-16-2007	

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	07-17-2007	07-17-2007

Amendments

Item	Schedule	Created By	Created On	Date Submitted
Conditional Exclusion of Terrorism	Form	Kathy Hartwell	07-17-2007	07-17-2007
Uniform Transmittal Document- Property & Casualty	Supporting Document	Kathy Hartwell	07-17-2007	07-17-2007
Explanatory Memo and Exhibit I	Supporting Document	Kathy Hartwell	07-17-2007	07-17-2007
Uniform Transmittal Document- Property & Casualty	Supporting Document	Kathy Hartwell	07-16-2007	07-16-2007

Disposition

Disposition Date: 07-17-2007

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment: Approval for both initial filing and amendments.

Rate data does NOT apply to filing.

Item Type	Item Name	Item Status	Public Access
Supporting Document <i>(revised)</i>	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document <i>(revised)</i>	Explanatory Memo and Exhibit I	Approved	Yes
Supporting Document	Explanatory Memo and Exhibit I	Approved	Yes
Form	Liability Plus Endt	Approved	Yes
Form	Additional Insured - Owners, Lessees or Contractors - Scheduled Person or Organizations (Including Completed Operations0	Approved	Yes
Form	Additional Insured - Owners, Lessees or Contractors Automatic Status (Including Completed Operations)	Approved	Yes
Form	General Liability Extension Endt	Approved	Yes
Form	Policyholder Disclosure - Notice Of Terrorism Risk Insurance Act	Approved	Yes
Form	Conditional Exclusion Of Terrorism	Approved	Yes
Form	Disclosure Of Premium And Estimated Premium For Certified Acts Of Terrorism Coverage	Approved	Yes
Form	Conditional Exclusion of Terrorism	Approved	Yes

Amendment Letter

Amendment Date:

Submitted Date: 07-17-2007

Comments:

We inadvertently omitted Form SL2187 from our filing. We apologize for this error.

1. We have revised the PCTD1 and PCFFS1 to include the SL2187
2. We have revised Exhibit I to include SL2187
3. We have attached SL2187 01/07 and the 05/04 comparison to the Form Schedule

Changed Items:

Form Schedule Item Changes:

Form Name	Form Number	Edition Date	Form Type	Action	Replaced Form #	Previous Filing #	Readability Score	Attachments
Conditional Exclusion of Terrorism	SL 21 87	01 07	Form	Replaced	SL 21 87 05 04		0	SL 21 87 01 07.pdf SL 21 87 05 04 comparison.pdf

Supporting Document Schedule Item Changes:

Satisfied -Name: Uniform Transmittal Document-Property & Casualty

Comment:

AR PCTD1 and PCFFS1 rev.pdf

User Added -Name: Explanatory Memo and Exhibit I

Comment:

FM Coverletter.pdf

Exhibit I rev.pdf

Amendment Letter

Amendment Date:

Submitted Date: 07-16-2007

Comments:

We desire to correct the "renewal date" of this filing to 10-26-2007. We apologize for this error.

Thank you.

Kathy Hartwell

Changed Items:

Supporting Document Schedule Item Changes:

Satisfied -Name: Uniform Transmittal Document-Property & Casualty

Comment:

AR PCTD1 and PCFFS1 corr.pdf

Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Liability Plus Endt	SI 10 07	06 07	Endorsement/Amendment/Conditions	SI 10 07 01 06	0.00	SI 10 07 06 07 Liability Plus.pdf SI 10 07 01 06 Liability Plus comparison.pdf
Approved	Additional Insured - Owners, Lessees or Contractors - Scheduled Person or Organizations (Including Completed Operations)	SL 20 10	04 07	Endorsement/Amendment/Conditions		0.00	SL 20 10 04 07 Scheduled A I Final Version.pdf
Approved	Additional Insured - Owners, Lessees or Contractors Automatic Status (Including Completed Operations)	SL 20 33	04 07	Endorsement/Amendment/Conditions		0.00	SL 20 33 04 07 Automatic A I Final Version.pdf
Approved	General Liability Extension Endt	SL 40 00	12 04	Endorsement/Amendment/Conditions	SL 40 00 03 04	0.00	SL 40 00 12 04 General Liability Extension Endorsement.pdf SL 40 00 03 04 General Liability Extension Endorsement comparison.pdf
Approved	Policyholder	PN 00 83	01 07	Disclosure/ Replaced	PN 00 83 08 03	0.00	PN 00 83 01

Disclosure -
Notice Of
Terrorism Risk
Insurance Act

Notice

07 TRIA
Disclosure -
New
Renewal.pdf
PN 00 83 08
03
comparison.
pdf

Approved	Conditional Exclusion Of Terrorism	CG 21 87 01 07	Endorseme Replaced nt/Amendm ent/Condi tions	CG 21 87 05 04	0.00	CG 21 87 01 07 Cond Excl Of Terrorism.pdf
Approved	Disclosure Of Premium And Estimated Premium For Certified Acts Of Terrorism Coverage	IL 09 99 01 07	Endorseme Replaced nt/Amendm ent/Condi tions	IL 09 99 05 04	0.00	IL 09 99 01 07 Discl Of Prem Est Prem.pdf
Approved	Conditional Exclusion of Terrorism	SL 21 87 01 07	Endorseme Replaced nt/Amendm ent/Condi tions	SL 21 87 05 04	0.00	SL 21 87 01 07.pdf SL 21 87 05 04 comparison. pdf

Liability Plus Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

- 1.** Exclusion 2.a. of Coverage A is replaced by the following:
 - a.** "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.
- 2.** Paragraph 2.g.(2)(a), in Section I Coverages – Coverage A Bodily Injury And Property Damage Liability, pertaining to non-owned watercraft, is changed as shown:
 - (a) Less than 51 feet long; and
- 3.** The paragraph immediately following Exclusion 2.j.(6) in Section I Coverages – Coverage A Bodily Injury And Property Damage Liability, is amended as follows:

Paragraph (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion or water) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.
- 4.** The last paragraph under item 2. Exclusions in Section I Coverages – Coverage A Bodily Injury And Property Damage Liability, is amended as follows:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion or water to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III –Limits Of Insurance.
- 5.** Paragraph 9.a. under Section V – Definitions is amended to read:
 - a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, or water to premises, while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract".
- 6.** Paragraphs b.and d. of the Supplementary Payments – Coverages A and B section are changed as shown:
 - b.** Up to \$1,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
 - d.** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to \$500 a day because of time off from work.
- 7.** Section III – Limits Of Insurance is amended as follows:
 - b.** Paragraph 6. is deleted and replaced with the following:
 - 6.** Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion or water, while rented to you or temporarily occupied by you, with permission of the owner.

Subject to all the terms of SECTION III-LIMITS OF INSURANCE, the Damage to Premises Rented To You Limit is the greater of:

 - a.** \$500,000; or
 - b.** The amount shown in the Declarations for Damage to Premises Rented To You Limit.

8. Section II – Who Is An Insured is amended to include as an additional insured any person or organization from whom you lease a building or premises when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part due to your occupancy, maintenance or use of that part of the premises leased to you and subject to the following additional exclusions: This insurance does not apply to:

- a. Any "occurrence" which takes place after you cease to be a tenant in that premises.
- b. Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization from which you lease a building or premises.

9. Section II – Who Is An Insured is amended to include as an additional insured any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

10. Paragraph 3. of Section II – Who Is An Insured is deleted and replaced with the following:

- 3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
 - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization. No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

11. Section IV – Commercial General Liability Conditions is amended as follows:

Items e. and f. are added to 2. Duties In the Event of Occurrence, Offense, Claim Or Suit, as shown:

- e. The requirement in Condition 2.a. applies only when the "occurrence" or offense is known to:
 - (1) You, if you are an individual;
 - (2) A partner, if you are a partnership; or
 - (3) An "executive officer" or insurance manager, if you are a corporation.
 - (4) A member or manager if the named insured is a limited liability company.
- f. The requirement in Condition 2.b. will not be breached unless the breach occurs after such claim or "suit" is known to:
 - (1) You, if you are an individual;
 - (2) A partner, if you are a partnership; or
 - (3) An "executive officer" or insurance manager, if you are a corporation.
 - (4) A member or manager if the named insured is a limited liability company.

12. Section IV – Condition 8. Transfer Of Rights Of Recovery Against Others To Us is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract

with that person or organization and included in the “products-completed operations hazard”. This waiver applies only to the person or organization which, before the loss, you have agreed in writing to waive your right of recovery.

13. The following is added to Section IV – Condition 4. Other Insurance:

If the coverage provided by any provision within this endorsement, any other endorsement, form, or policy issued to you by us or any company affiliated with us apply to the same “occurrence”, the maximum applicable per occurrence and aggregate limits of insurance available under all the endorsements, forms or policies shall not exceed the highest applicable per occurrence and aggregate limits of insurance under any one endorsement, form, or policy.

This condition does not apply to any coverage or policy issued by us or an affiliated company to apply specifically as excess insurance over the applicable coverage.

D. The following is added to the COMMERCIAL GENERAL LIABILITY COVERAGE FORM:

1. Electronic Data Liability.

a. The following paragraph is added to Section III – Limits of Insurance

Subject to 5. above, we will pay up to \$25,000 under Coverage A for “property damage” because of all loss of “electronic data” arising out of any one “occurrence”. The limit does not increase the “occurrence” limit stated in the Declarations.

b. Exclusion 2. p. of Coverage A – Bodily Injury And Property Damage Liability in Section I – Coverages is replaced by the following:

This insurance does not apply to damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate “electronic data” that does not result from physical injury to tangible property.

c. The following definition is added to the Definitions Section:

“Electronic data” means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

d. For the purposes of the coverage provided by this endorsement, the definition “Property Damage” in the Definitions Section is replaced by the following:

“Property damage” means:

- (1)** Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it.
- (2)** Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the “occurrence” that caused it.
- (3)** Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate “electronic data” resulting from physical injury to tangible property. All such loss of “electronic data” shall be deemed to occur at the time of the “occurrence” that caused it.

For the Purpose of this insurance, “electronic data” is not tangible property.

Liability Plus Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

1. Exclusion 2.a. of Coverage A is replaced by the following:
 - a. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.
2. Paragraph 2.g.(2)(a), in Section I Coverages – Coverage A Bodily Injury And Property Damage Liability, pertaining to non-owned watercraft, is changed as shown:
 - (a) Less than 51 feet long; and
3. The paragraph immediately following Exclusion 2.j.(6) in Section I Coverages – Coverage A Bodily Injury And Property Damage Liability, is amended as follows:

Paragraph (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion or water) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.
4. The last paragraph under item 2. Exclusions in Section I Coverages – Coverage A Bodily Injury And Property Damage Liability, is amended as follows:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion or water to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III – Limits Of Insurance.
5. Paragraph 9.a. under Section V – Definitions is amended to read:
 - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, or water to premises, while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract".
6. Paragraphs b. and d. of the Supplementary Payments – Coverages A and B section are changed as shown:
 - b. Up to \$1,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
 - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to \$500 a day because of time off from work.
7. Section III – Limits Of Insurance is amended as follows:
 - b. Paragraph 6. is deleted and replaced with the following:
 6. Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion or water, while rented to you or temporarily occupied by you, with permission of the owner.

Subject to all the terms of SECTION III-LIMITS OF INSURANCE, the Damage to Premises Rented To You Limit is the greater of:

 - a. \$500,000; or
 - b. The amount shown in the Declarations for Damage to Premises Rented To You Limit.

8. Section II – Who Is An Insured is amended to include as an additional insured any person or organization from whom you lease a building or premises when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part due to your occupancy, maintenance or use of that part of the premises leased to you and subject to the following additional exclusions: This insurance does not apply to:

- a. Any "occurrence" which takes place after you cease to be a tenant in that premises.
- b. Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization from which you lease a building or premises.

9. Section II – Who Is An Insured is amended to include as an additional insured any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

10. Paragraph 3. of Section II – Who Is An Insured is deleted and replaced with the following:

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization. No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

11. Section IV – Commercial General Liability Conditions is amended as follows:

Items e. and f. are added to 2. Duties In the Event of Occurrence, Offense, Claim Or Suit, as shown:

- e. The requirement in Condition 2.a. applies only when the "occurrence" or offense is known to:
 - (1) You, if you are an individual;
 - (2) A partner, if you are a partnership; or
 - (3) An "executive officer" or insurance manager, if you are a corporation.
 - (4) A member or manager if the named insured is a limited liability company.
- f. The requirement in Condition 2.b. will not be breached unless the breach occurs after such claim or "suit" is known to:
 - (1) You, if you are an individual;
 - (2) A partner, if you are a partnership; or
 - (3) An "executive officer" or insurance manager, if you are a corporation.
 - (4) A member or manager if the named insured is a limited liability company.

12. Section IV – Condition 8. Transfer Of Rights Of Recovery Against Others To Us is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract

with that person or organization and included in the “products-completed operations hazard”. This waiver applies only to the person or organization which, before the loss, you have agreed in writing to waive your right of recovery.

13. The following is added to Section IV – Condition 4. Other Insurance:

If the coverage provided by any provision within this endorsement, any other endorsement, form, or policy issued to you by us or any company affiliated with us apply to the same “occurrence”, the maximum applicable per occurrence and aggregate limits of insurance available under all the endorsements, forms or policies shall not exceed the highest applicable per occurrence and aggregate limits of insurance under any one endorsement, form, or policy.

This condition does not apply to any coverage or policy issued by us or an affiliated company to apply specifically as excess insurance over the applicable coverage.

D. The following is added to the COMMERCIAL GENERAL LIABILITY COVERAGE FORM:

1. Electronic Data Liability.

a. The following paragraph is added to Section III – Limits of Insurance

Subject to 5. above, we will pay up to \$25,000 under Coverage A for “property damage” because of all loss of “electronic data” arising out of any one “occurrence”. The limit does not increase the “occurrence” limit stated in the Declarations.

b. Exclusion 2. p. of Coverage A – Bodily Injury And Property Damage Liability in Section I – Coverages is replaced by the following:

This insurance does not apply to damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate “electronic data” that does not result from physical injury to tangible property.

c. The following definition is added to the Definitions Section:

“Electronic data” means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

d. For the purposes of the coverage provided by this endorsement, the definition “Property Damage” in the Definitions Section is replaced by the following:

“Property damage” means:

- (1) Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it.
- (2) Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the “occurrence” that caused it.
- (3) Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate “electronic data” resulting from physical injury to tangible property. All such loss of “electronic data” shall be deemed to occur at the time of the “occurrence” that caused it.

For the Purpose of this insurance, “electronic data” is not tangible property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS –
SCHEDULED PERSON OR ORGANIZATIONS
(INCLUDING COMPLETED OPERATIONS)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Name of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

- A.** The words “you” and “yours” as used in this endorsement refer to the Named Insured shown in the Declarations and any other person or organization qualifying as a Named Insured under the policy to which this endorsement is attached. “You” and “your” do not refer to an additional insured.
- B. The following is added to Section II – Who Is An Insured:**
- 1.** Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but such person or organization is an additional insured only with respect to:
 - a.** Liability for “bodily injury”, “property damage”, or “personal injury and advertising injury” caused, in whole or in part, by
 - (1)** Your acts or omissions; or
 - (2)** The acts or omissions of those acting on your behalf;In the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

A person’s or organization’s status as an additional insured for ongoing operations ends when your operations for that additional insured are completed.
 - b.** Liability for “bodily injury” or “property damage” caused in whole or in part, by “your work” at the location designated and described in the Schedule of this endorsement performed for that additional insured and included within the “products-completed operations hazard”.

2. With respect to the insurance afforded to the additional insured described above, the following additional exclusions or limitations apply:
- a. This insurance does not apply to “bodily injury”, “property damage” or “personal and advertising injury” arising out of the rendering of, or the failure to render any professional services by you or on your behalf, but only with respect to either or both of the following operations:
 - (1) Providing engineering, architectural or surveying services to others in your capacity as an engineer, architect or surveyor; and
 - (2) Providing, or hiring independent professionals to provide engineering, architectural or surveying services in connection with construction work you perform.

Professional services include:

- 1) Preparing, approving, failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
- 2) Supervisory or inspection activities performed as part of any related architectural or engineering activities.

However, professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you in connection with your operations in your capacity as a construction contractor.

- b. This insurance does not apply to “bodily injury”, “property damage” or “personal and advertising injury” arising out of the sole negligence or willful misconduct of, or for defects in design furnished by, the additional insured or its “employees”.
 - c. When a written contract or written agreement requires coverage to be provided for “bodily injury” or “property damage” within the “products-completed operations hazard”, coverage will not apply to “bodily injury” or “property damage” which occurs after:
 - (1) The period of time required by the written contract or written agreement; or
 - (2) Five years from the completion of “your work” on the project that is the subject of the written contract or written agreement.
 - d. With respect to the person or organization added as an additional insured by this endorsement, paragraph 9.f. of Section V – Definitions does not apply to “bodily injury” or “property damage” included within the “products-completed operations hazard” unless such contractual assumption of liability is specifically required by a written contract or agreement.
 - e. The insurance as provided in this endorsement does not apply to “bodily injury”, “property damage” or “personal and advertising injury” arising out of “your work” for which a consolidated (wrap-up) insurance program has been provided by the prime contractor, project manager or owner of a construction project in which you are involved.
3. With respect to the coverage provided under this endorsement to the additional insured, the following is added to paragraph 4.a., Other Insurance, of Section IV – Commercial General Liability Conditions:

However, if a written contract or written agreement specifically requires this insurance to be either primary or primary and non-contributory, this insurance will comply with that requirement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS (INCLUDING COMPLETED OPERATIONS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

- A.** The words “you” and “your” as used in this endorsement refer to the Named Insured shown in the Declarations and any other person or organization qualifying as a Named Insured under the policy to which this endorsement is attached. “You” and “your” do not refer to an additional insured.
- B. The following is added to Section II – Who Is An Insured:**
- 1.** Any person or organization for whom you are performing operations when you and such person or organization have agreed in a written contract or written agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to:
 - a.** Liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by:
 - (1)** Your acts or omissions; or
 - (2)** The acts or omissions of those acting on your behalf,in the performance of your ongoing operations for the additional insured.

A person or organization’s status as an additional insured for ongoing operations ends when your operations for that additional insured are completed.
 - b.** Liability for “bodily injury” or “property damage” caused in whole or in part, by “your work” at the location designated and described in the written contract or written agreement with that additional insured and included within the “products-completed operations hazard”.
 - 2.** With respect to the insurance afforded to the additional insured described above, the following additional exclusions or limitations apply:
 - a.** An additional insured described above is an additional insured only with respect to:
 - (1)** Written contracts or written agreements:
 - (a)** Currently in effect or becoming effective during the term of this policy; and
 - (b)** Executed prior to the “bodily injury”, “property damage” or a “personal and advertising injury” offense.
 - b.** This insurance does not apply to “bodily injury”, “property damage” or “personal and advertising injury” arising out of the rendering of, or the failure to render any professional services by you or on your behalf, but only with respect to either or both of the following operations:
 - (1)** Providing engineering, architectural or surveying services to others in your capacity as an engineer, architect or surveyor; and
 - (2)** Providing, or hiring independent professionals to provide, engineering, architectural or surveying services in connection with construction work you perform.Professional services include:
 - (1)** Preparing, approving, failing to prepare approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
 - (2)** Supervisor or inspection activities performed as part of any related architectural or engineering activities.

However, professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you in connection with your operations in your capacity as a construction contractor.

- c. This insurance does not apply to “bodily injury”, “property damage” or “personal and advertising injury” arising out of the sole negligence or willful misconduct of, or defects in design furnished by, the additional insured or its “employees”.
 - d. This insurance does not apply to “bodily injury” or “property damage”:
 - (1) Occurring after all work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance, or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - (2) Once the location designated and described in the written contract or written agreement has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project, except to the extent a written contract or written agreement requires coverage to be provided for “bodily injury” or “property damage” included within the “products-completed operations hazard”.
 - e. When a written contract or written agreement requires coverage to be provided for “bodily injury” or “property damage” within the “products-completed operations hazard”, coverage will not apply to “bodily injury” or “property damage” which occurs after:
 - (1) The period of time required by the written contract or written agreement; or
 - (2) Five years from the completion of “your work” on the project that is the subject of the written contract or written agreement.
 - f. With respect to any person or organization added as an additional insured by this endorsement, paragraph 9.f. of Section V – Definitions – Commercial General Liability policy does not apply to “bodily injury” or “property damage” included within the “products-completed operations hazard” unless such contractual assumption of liability is specifically required by a written contract or written agreement.
 - g. The insurance as provided in this endorsement does not apply to “bodily injury”, “property damage” or “personal and advertising injury” arising out of “your work” for which a consolidated (wrap-up) insurance program has been provided by the prime contractor, project manager or owner of a construction project in which you are involved.
3. The Limits of Insurance applicable to an additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever is less. These limits are inclusive of, and are not in addition to, the Limits of Insurance shown on the Declarations.
4. With respect to the coverage provided under this endorsement to an additional insured, the following is added to paragraph 4.a., Other Insurance, of Section IV – Commercial General Liability Conditions:
- However, if a written contract or written agreement specifically requires this insurance to be either primary or primary and non-contributory, this insurance will comply with that requirement.

General Liability Extension Endorsement

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE FORM

CONTENTS

- A. EXPECTED OR INTENDED PROPERTY DAMAGE
- B. NON-OWNED AIRCRAFT AND WATERCRAFT
- C. DAMAGE TO PREMISES RENTED OR OCCUPIED BY YOU
- D. SUPPLEMENTARY PAYMENTS
- E. BROADENED NAMED INSURED
- F. YOUR NEWLY ACQUIRED OR FORMED ORGANIZATIONS AS NAMED INSURED
- G. DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT CONDITION
- H. UNINTENTIONAL FAILURE TO DISCLOSE ALL HAZARDS
- I. LIBERALIZATION CONDITION
- J. DEFINITION – BODILY INJURY

A. EXPECTED OR INTENDED PROPERTY DAMAGE

Unless otherwise amended by separate endorsement to this Coverage Form, paragraph 2. a. Exclusions-SECTION I – COVERAGE A is deleted and replaced by the following:

- a. "Bodily Injury" or "property damage" expected or intended from the standpoint of the insured.
This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

B. NON-OWNED AIRCRAFT AND WATERCRAFT

Unless otherwise amended by separate endorsement to this Coverage Form, the following changes apply:

1. Paragraph 2. g. Exclusions - SECTION I – COVERAGE A is replaced by the following:

- g. "Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 76 feet long; and
 - (b) Not being used to carry persons or property for a charge;

- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or
- (5) "Bodily injury" or "property damage" arising out of .
 - (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged; or
 - (b) the operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".
- (6) An aircraft that is hired, chartered or loaned with a paid and licensed crew and is not owned in whole or in part by any insured

2. The following paragraph is added to SECTION III - WHO IS AN INSURED:

With respect to watercraft that you do not own that is less than 76 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission.

C. DAMAGE TO PREMISES RENTED OR OCCUPIED BY YOU

Unless coverage for Damage To Premises Rented To You under Coverage A is amended or excluded from the Coverage Form by separate endorsement, the following changes apply:

- 1. The paragraph immediately following Exclusion 2.j. (6) in SECTION I – COVERAGE A, is replaced by the following:
Paragraph (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by damage by fire, lightning, explosion, windstorm or hail, smoke, aircraft or vehicles, vandalism, weight of snow, ice or sleet, sprinkler leakage, or accidental discharge or leakage of water or steam) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.
- 2. The last paragraph under item 2. Exclusions in SECTION I –COVERAGE A, is replaced by the following:
Exclusions c. through n. do not apply to damage by:
 - a. Fire;
 - b. Lightning;
 - c. Explosion;
 - d. Windstorm or hail;
 - e. Smoke;
 - f. Aircraft or vehicles;
 - g. Vandalism;
 - h. Weight of snow, ice or sleet;
 - i. Leakage from fire extinguishing equipment, including sprinklers; or
 - j. Accidental discharge or leakage of water or steam from any part of a system or appliances containing water or steam
 to premises while rented to you or temporarily occupied by you with permission of the owner. A separate Damage To Premises Rented To You Limit of Insurance applies to this coverage as described in Section III – LIMITS OF INSURANCE.

3. Paragraph 6. of SECTION III - LIMITS OF INSURANCE is deleted and replaced by the following:
6. Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage", while rented to you, or in the case of damage by fire, lightning, explosion, windstorm or hail, smoke, aircraft or vehicles, vandalism, weight of snow, ice or sleet, sprinkler leakage, or accidental discharge or leakage of water or steam, while rented to you or temporarily occupied by you with permission of the owner, arising out of any one "occurrence".
- Subject to all the terms of SECTION III-LIMITS OF INSURANCE, the Damage to Premises Rented To You Limit is the greater of:
- a. \$500,000; or
 - b. The amount shown in the Declarations for Damage to Premises Rented To You Limit.

D. SUPPLEMENTARY PAYMENTS

Unless otherwise amended by separate endorsement to this Coverage Form, the following changes apply:

Paragraph 1. b. and 1 d. of SECTION I – SUPPLEMENTARY PAYMENTS – COVERAGES A AND B are amended as follows:

- b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

E. BROADENED NAMED INSURED

Unless otherwise amended by separate endorsement to this Coverage Form, the following paragraph is added to SECTION II – WHO IS AN INSURED:

Any organization of yours, other than a partnership or joint venture, which is not shown in the Declarations, and of which you own a financial interest of more than 50% as of the effective date of this Coverage Form, will qualify as a Named Insured. However, such organization will not qualify as a Named Insured if it:

- a. Is newly acquired or formed during the policy period;
- b. Is also an insured under another policy, other than a policy written to apply specifically in excess of this Coverage Form; or
- c. Would be an insured under such policy but for its termination or the exhaustion of its limits of insurance.

Each such organization remains qualified as a Named Insured only while you own a financial interest of more than 50% in the organization during the policy period.

F. YOUR NEWLY ACQUIRED OR FORMED ORGANIZATIONS AS NAMED INSURED

Unless otherwise amended by separate endorsement to this Coverage Form, Paragraph 3., SECTION II- WHO IS AN INSURED, is replaced by the following:

3. Any organization you newly acquire or form, other than a partnership or joint venture, of which you own a financial interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
- a. Coverage under this provision is afforded for 180 days or until the end of the policy period during which the acquisition or formation took place.
 - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization;

- c. Coverage B does not apply to “personal and advertising injury” arising out of an offense committed before you acquired or formed the organization; and
- d. An additional premium will apply in accordance with our rules and rates in effect on the date you acquired or formed the organization.

G. DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT CONDITION

Unless otherwise amended by separate endorsement to this Coverage Form, the following paragraph is added to the end of Paragraph 2., SECTION IV - CONDITIONS:

Your obligation to notify us as soon as practicable of an “occurrence”, offense, claim or “suit” is satisfied if you send us written notice as soon as practicable after any of your “executive officers”, directors, partners, insurance managers, legal representatives, “employees” or “volunteer workers” authorized by you to give or receive notices becomes aware of or should have become aware of such “occurrence”, offense, claims or “suit”.

If you report an “occurrence” or offense to your Workers compensation insurer which later becomes a claim under this coverage form, failure to report such “occurrence” or offense to us at the time of the “occurrence” or offense will not be considered a violation of this Condition, if you notify us as soon as practicable when you become aware that the “occurrence” or offense has become a liability claim.

H. UNINTENTIONAL FAILURE TO DISCLOSE ALL HAZARDS

Unless otherwise amended by separate endorsement to this Coverage Form, the following paragraph is added to Paragraph 6. of SECTION IV - CONDITIONS:

Based on our reliance on your representations as to existing hazards, if you unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Form, we shall not deny coverage under this Coverage Form because of such failure.

I. LIBERALIZATION CONDITION

Unless otherwise amended by separate endorsement to this Coverage Form, the following paragraph is added to SECTION IV – CONDITIONS

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

J. DEFINITION – BODILY INJURY

Unless otherwise amended by separate endorsement to this Coverage Form, the following paragraph is added to Section V – DEFINITIONS:

“Bodily Injury” means bodily injury, sickness or disease sustained by a person, including death, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the bodily injury, sickness or disease.

General Liability Extension Endorsement

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE FORM

CONTENTS

- A. EXPECTED OR INTENDED PROPERTY DAMAGE
- B. NON-OWNED AIRCRAFT AND WATERCRAFT
- C. DAMAGE TO PREMISES RENTED OR OCCUPIED BY YOU
- D. SUPPLEMENTARY PAYMENTS
- E. BROADENED NAMED INSURED
- F. YOUR NEWLY ACQUIRED OR FORMED ORGANIZATIONS AS NAMED INSURED
- G. DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT CONDITION
- H. UNINTENTIONAL FAILURE TO DISCLOSE ALL HAZARDS
- I. LIBERALIZATION CONDITION
- J. DEFINITION – BODILY INJURY

A. EXPECTED OR INTENDED PROPERTY DAMAGE

Unless otherwise amended by separate endorsement to this Coverage Form, paragraph 2. a. Exclusions-SECTION I – COVERAGE A is deleted and replaced by the following:

- a. "Bodily Injury" or "property damage" expected or intended from the standpoint of the insured.
This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

B. NON-OWNED AIRCRAFT AND WATERCRAFT

Unless otherwise amended by separate endorsement to this Coverage Form, the following changes apply:

1. Paragraph 2. g. Exclusions - SECTION I – COVERAGE A is replaced by the following:

- g. "Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 76 feet long; and
 - (b) Not being used to carry persons or property for a charge;

- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or
- (5) "Bodily injury" or "property damage" arising out of ~~the operation of any of the equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".~~
 - (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged; or
 - (b) the operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".
- (6) An aircraft that is hired, chartered or loaned with a paid and licensed crew and is not owned in whole or in part by any insured

2. The following paragraph is added to SECTION III - WHO IS AN INSURED:

With respect to watercraft that you do not own that is less than 76 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission.

C. DAMAGE TO PREMISES RENTED OR OCCUPIED BY YOU

Unless coverage for Damage To Premises Rented To You under Coverage A is amended or excluded from the Coverage Form by separate endorsement, the following changes apply:

1. The paragraph immediately following Exclusion 2.j. (6) in SECTION I – COVERAGE A, is replaced by the following:

Paragraph (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by damage by fire, lightning, explosion, windstorm or hail, smoke, aircraft or vehicles, vandalism, weight of snow, ice or sleet, sprinkler leakage, or accidental discharge or leakage of water or steam) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.
2. The last paragraph under item 2. Exclusions in SECTION I –COVERAGE A, is replaced by the following:

Exclusions c. through n. do not apply to damage by:

 - a. Fire;
 - b. Lightning;
 - c. Explosion;
 - d. Windstorm or hail;
 - e. Smoke;
 - f. Aircraft or vehicles;
 - g. Vandalism;
 - h. Weight of snow, ice or sleet;
 - i. Leakage from fire extinguishing equipment, including sprinklers; or
 - j. Accidental discharge or leakage of water or steam from any part of a system or appliances containing water or steam

to premises while rented to you or temporarily occupied by you with permission of the owner. A separate Damage To Premises Rented To You Limit of Insurance applies to this coverage as described in Section III – LIMITS OF INSURANCE.

3. Paragraph 6. of SECTION III - LIMITS OF INSURANCE is deleted and replaced by the following:
6. Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage", while rented to you, or in the case of damage by fire, lightning, explosion, windstorm or hail, smoke, aircraft or vehicles, vandalism, weight of snow, ice or sleet, sprinkler leakage, or accidental discharge or leakage of water or steam, while rented to you or temporarily occupied by you with permission of the owner, arising out of any one "occurrence".
- Subject to all the terms of SECTION III-LIMITS OF INSURANCE, the Damage to Premises Rented To You Limit is the greater of:
- a. \$500,000; or
 - b. The amount shown in the Declarations for Damage to Premises Rented To You Limit.

D. SUPPLEMENTARY PAYMENTS

Unless otherwise amended by separate endorsement to this Coverage Form, the following changes apply:

Paragraph 1. b. and 1 d. of SECTION I – SUPPLEMENTARY PAYMENTS – COVERAGES A AND B are amended as follows:

- b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

E. BROADENED NAMED INSURED

Unless otherwise amended by separate endorsement to this Coverage Form, the following paragraph is added to SECTION II – WHO IS AN INSURED:

Any organization of yours, other than a partnership or joint venture, which is not shown in the Declarations, and of which you own a financial interest of more than 50% as of the effective date of this Coverage Form, will qualify as a Named Insured. However, such organization will not qualify as a Named Insured if it:

- a. Is newly acquired or formed during the policy period;
- b. Is also an insured under another policy, other than a policy written to apply specifically in excess of this Coverage Form; or
- c. Would be an insured under such policy but for its termination or the exhaustion of its limits of insurance.

Each such organization remains qualified as a Named Insured only while you own a financial interest of more than 50% in the organization during the policy period.

F. YOUR NEWLY ACQUIRED OR FORMED ORGANIZATIONS AS NAMED INSURED

Unless otherwise amended by separate endorsement to this Coverage Form, Paragraph 43., SECTION II- WHO IS AN INSURED, is replaced by the following:

43. Any organization you newly acquire or form, other than a partnership or joint venture, of which you own a financial interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded for 180 days or until the end of the policy period during which the acquisition or formation took place.
- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization;

- c. Coverage B does not apply to “personal and advertising injury” arising out of an offense committed before you acquired or formed the organization; and
- d. An additional premium will apply in accordance with our rules and rates in effect on the date you acquired or formed the organization.

G. DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT CONDITION

Unless otherwise amended by separate endorsement to this Coverage Form, the following paragraph is added to the end of Paragraph 2., SECTION IV - CONDITIONS:

Your obligation to notify us as soon as practicable of an “occurrence”, offense, claim or “suit” is satisfied if you send us written notice as soon as practicable after any of your “executive officers”, directors, partners, insurance managers, legal representatives, “employees” or “volunteer workers” authorized by you to give or receive notices becomes aware of or should have become aware of such “occurrence”, offense, claims or “suit”.

If you report an “occurrence” or offense to your Workers compensation insurer which later becomes a claim under this coverage form, failure to report such “occurrence” or offense to us at the time of the “occurrence” or offense will not be considered a violation of this Condition, if you notify us as soon as practicable when you become aware that the “occurrence” or offense has become a liability claim.

H. UNINTENTIONAL FAILURE TO DISCLOSE ALL HAZARDS

Unless otherwise amended by separate endorsement to this Coverage Form, the following paragraph is added to Paragraph 6. of SECTION IV - CONDITIONS:

Based on our reliance on your representations as to existing hazards, if you unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Form, we shall not deny coverage under this Coverage Form because of such failure.

I. LIBERALIZATION CONDITION

Unless otherwise amended by separate endorsement to this Coverage Form, the following paragraph is added to SECTION IV – CONDITIONS

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

J. DEFINITION – BODILY INJURY

Unless otherwise amended by separate endorsement to this Coverage Form, the following paragraph is added to Section V – DEFINITIONS:

“Bodily Injury” means bodily injury, sickness or disease sustained by a person, including death, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the bodily injury, sickness or disease.

Policyholder Disclosure – Notice Of Terrorism Insurance Coverage

You are hereby notified that under the Terrorism Risk Insurance Act (Act), as extended on December 22, 2005, you have a right to purchase insurance coverage for losses arising out of acts of terrorism, *as defined in Section 102(1) of the Act*. The term “act of terrorism” means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property; or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

You should know that coverage provided by this policy for losses caused by certified acts of terrorism is partially reimbursed by the United States under a formula established by federal law. Under this formula, the United States pays 90% (adjusted to 85% in 2007) of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The premium charged for this coverage is provided on the policy Declarations page and does not include any charges for the portion of loss covered by the federal government under the act.

LIMITATION ON PAYMENT OF TERRORISM LOSSES

The provisions of the Terrorism Risk Insurance Act can limit our maximum liability for payment of losses from certified acts of terrorism. That determination will be based on a formula set forth in the law involving the national total of federally insured terrorism losses in an annual period and individual insurer participation in payment of such losses. If one or more certified acts of terrorism in an annual period causes the maximum liability for payment of losses from certified acts of terrorism to be reached, and we have satisfied our required level of payments under the law, then we will not pay for the portion of such losses above that maximum. However, that is subject to possible change at that time, as Congress may, under the Act, determine that payments above the cap will be made.

Selection of terrorism insurance coverage

The portion of your annual policy premium that is attributable to coverage for certified acts of terrorism is shown on the declarations page. *If you wish to reject this coverage, please read and complete the form below.*

Rejection of terrorism insurance coverage

You may elect to decline coverage for certified acts of terrorism. However, if your policy covers property located in a state with a fire following statutory requirement, the terrorism exclusion makes an exception for fire losses to such covered property resulting from certified acts of terrorism. If you choose to decline coverage for certified

acts of terrorism, that rejection is not applicable to fire losses to property in those states resulting from certified acts of terrorism, unless excepted by statute or other regulatory means. A separate premium is displayed on the declarations page for coverage for fire losses that result from certified acts of terrorism.

If you purchase this coverage on an umbrella policy, you must also purchase this coverage for any underlying liability and/or commercial auto liability policies.

In the context of a newly issued policy or renewal offer, this form becomes part of the application for this coverage.

To reject coverage, you must 'X' the box below, sign your name, print your name, date this form and return it to the company within 30 days. If you choose not to reject this coverage, you do not need to return this form.

<input type="checkbox"/>	I hereby elect to exclude losses arising from certified acts of terrorism. I understand that if I exclude certified acts of terrorism coverage, coverage will not be available until my next renewal.
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Policyholder/Applicant's Signature

Insurance Company

Print Name

Policy Number

Date

<State Code> - <Agency Code>
<Agency Name>
<Address>
<City, State Zip>
<Phone Number>

Text Comparison

Documents Compared

PN 00 83 08 03 TRIA - New & Renewal.pdf - Adobe Acrobat Professional

PN 00 83 01 07 TRIA Disclosure - New Renewal.pdf - Adobe Acrobat Professional

Summary

53 word(s) added

28 word(s) deleted

694 word(s) matched

8 block(s) matched

To see where the changes are, scroll down.

Policyholder Disclosure – Notice Of Terrorism Insurance Coverage

You are hereby notified that under the Terrorism Risk Insurance Act (~~Act~~) of 2002, effective November 26, 2002, ~~that you now~~ have a right to purchase insurance coverage for losses arising out of acts of terrorism, *as defined in Section 102(1) of the Act*. The term “act of terrorism” means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property; or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

You should know that coverage provided by this policy for losses caused by certified acts of terrorism is partially reimbursed by the United States under a formula established by federal law. Under this formula, the United States pays 90% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The premium charged for this coverage is provided ~~below~~ and does not include any charges for the portion of loss covered by the federal government under the act.

LIMITATION ON PAYMENT OF TERRORISM LOSSES

The provisions of the Terrorism Risk Insurance Act ~~of 2002~~ can limit our maximum liability for payment of losses from certified acts of terrorism. That determination will be based on a formula set forth in the law involving the national total of federally insured terrorism losses in an annual period and individual insurer participation in payment of such losses. If one or more certified acts of terrorism in an annual period causes the maximum liability for payment of losses from certified acts of terrorism to be reached, and we have satisfied our required level of payments under the law, then we will not pay for the portion of such losses above that maximum. However, that is subject to possible change at that time, as Congress may, under the Act, determine that payments above the cap will be made.

Selection of terrorism insurance coverage

The portion of your annual policy premium that is attributable to coverage for certified acts of terrorism is shown on the declarations page. *If you wish to reject this coverage, please read and complete the form below.*

Rejection of terrorism insurance coverage

You may elect to decline coverage for certified acts of terrorism. However, if your policy covers property located in a state with a fire following statutory requirement, the terrorism exclusion makes an exception for fire losses to such covered property resulting from certified acts of terrorism. If you choose to decline coverage for certified acts of terrorism, that rejection is not applicable to fire losses to property in those states resulting from certified

Policyholder Disclosure – Notice Of Terrorism Insurance Coverage

You are hereby notified that under the Terrorism Risk Insurance Act (Act), as extended on December 22, 2005, you have a right to purchase insurance coverage for losses arising out of acts of terrorism, *as defined in Section 102(1) of the Act*. The term “act of terrorism” means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property; or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

You should know that coverage provided by this policy for losses caused by certified acts of terrorism is partially reimbursed by the United States under a formula established by federal law. Under this formula, the United States pays 90% (adjusted to 85% in 2007) of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The premium charged for this coverage is provided on the policy Declarations page and does not include any charges for the portion of loss covered by the federal government under the act.

LIMITATION ON PAYMENT OF TERRORISM LOSSES

The provisions of the Terrorism Risk Insurance Act can limit our maximum liability for payment of losses from certified acts of terrorism. That determination will be based on a formula set forth in the law involving the national total of federally insured terrorism losses in an annual period and individual insurer participation in payment of such losses. If one or more certified acts of terrorism in an annual period causes the maximum liability for payment of losses from certified acts of terrorism to be reached, and we have satisfied our required level of payments under the law, then we will not pay for the portion of such losses above that maximum. However, that is subject to possible change at that time, as Congress may, under the Act, determine that payments above the cap will be made.

Selection of terrorism insurance coverage

The portion of your annual policy premium that is attributable to coverage for certified acts of terrorism is shown on the declarations page. *If you wish to reject this coverage, please read and complete the form below.*

Rejection of terrorism insurance coverage

You may elect to decline coverage for certified acts of terrorism. However, if your policy covers property located in a state with a fire following statutory requirement, the terrorism exclusion makes an exception for fire losses to such covered property resulting from certified acts of terrorism. If you choose to decline coverage for certified

acts of terrorism, unless excepted by statute or other regulatory means. A separate premium is displayed on the declarations page for coverage for fire losses that result from certified acts of terrorism.

If you purchase this coverage on an umbrella policy, you must also purchase this coverage for any underlying liability and/or commercial auto liability policies.

In the context of a newly issued policy or renewal offer, this form becomes part of the application for this coverage.

To reject coverage, you must 'X' the box below, sign your name, print your name, date this form and return it to the company within 30 days. If you choose not to reject this coverage, you do not need to return this form.



I hereby elect to exclude losses arising from certified acts of terrorism. I understand that if I exclude certified acts of terrorism coverage, coverage will not be available until my next renewal.

Policyholder/Applicant's Signature

Insurance Company

Print Name

Policy Number

Date

acts of terrorism, that rejection is not applicable to fire losses to property in those states resulting from certified acts of terrorism, unless excepted by statute or other regulatory means. A separate premium is displayed on the declarations page for coverage for fire losses that result from certified acts of terrorism.

If you purchase this coverage on an umbrella policy, you must also purchase this coverage for any underlying liability and/or commercial auto liability policies.

In the context of a newly issued policy or renewal offer, this form becomes part of the application for this coverage.

To reject coverage, you must 'X' the box below, sign your name, print your name, date this form and return it to the company within 30 days. If you choose not to reject this coverage, you do not need to return this form.

<input type="checkbox"/>	I hereby elect to exclude losses arising from certified acts of terrorism. I understand that if I exclude certified acts of terrorism coverage, coverage will not be available until my next renewal.
--------------------------	---

Policyholder/Applicant's Signature

Insurance Company

Print Name

Policy Number

Date

<State Code> - <Agency Code>
<Agency Name>
<Address>
<City, State, Zip>
<Phone Number>

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CONDITIONAL EXCLUSION OF TERRORISM
(RELATING TO DISPOSITION OF FEDERAL TERRORISM
RISK INSURANCE ACT)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

**A. Applicability Of The Provisions Of This
Endorsement**

1. The provisions of this endorsement become applicable commencing on the date when any one or more of the following first occurs. But if your policy (meaning the policy period in which this endorsement applies) begins after such date, then the provisions of this endorsement become applicable on the date your policy begins.
 - a. The federal Terrorism Risk Insurance Program ("Program"), established by the Terrorism Risk Insurance Act, has terminated with respect to the type of insurance provided under this Coverage Part or Policy; or
 - b. A renewal, extension or replacement of the Program has become effective without a requirement to make terrorism coverage available to you and with revisions that:
 - (1) Increase our statutory percentage deductible under the Program for terrorism losses. (That deductible determines the amount of all certified terrorism losses we must pay in a calendar year, before the federal government shares in subsequent payment of certified terrorism losses.); or
 - (2) Decrease the federal government's statutory percentage share in potential terrorism losses above such deductible; or
 - (3) Redefine terrorism or make insurance coverage for terrorism subject to provisions or requirements that differ from those that apply to other types of events or occurrences under this policy.
2. If the provisions of this endorsement become applicable, such provisions:
 - a. Supersede any terrorism endorsement already endorsed to this policy that addresses "certified acts of terrorism" and/or "other acts of terrorism", but only with respect to an incident(s) of terrorism (however defined) which results in injury or damage that occurs on or after the date when the provisions of this endorsement become applicable (for claims made policies, such an endorsement is superseded only with respect to an incident of terrorism (however defined) that results in a claim for injury or damage first being made on or after the date when the provisions of this endorsement become applicable); and
 - b. Remain applicable unless we notify you of changes in these provisions, in response to federal law.

3. If the provisions of this endorsement do NOT become applicable, any terrorism endorsement already endorsed to this policy, that addresses "certified acts of terrorism" and/or "other acts of terrorism", will continue in effect unless we notify you of changes to that endorsement in response to federal law.
- B.** The following definitions are added and apply under this endorsement wherever the term terrorism, or the phrase any injury or damage, are enclosed in quotation marks:
1. "Terrorism" means activities against persons, organizations or property of any nature:
 - a. That involve the following or preparation for the following:
 - (1) Use or threat of force or violence; or
 - (2) Commission or threat of a dangerous act; or
 - (3) Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
 - b. When one or both of the following applies:
 - (1) The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
 - (2) It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.
 2. "Any injury or damage" means any injury or damage covered under any Coverage Part or Policy to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as may be defined in any applicable Coverage Part or Policy.

- C.** The following exclusion is added:

EXCLUSION OF TERRORISM

We will not pay for "any injury or damage" caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". "Any injury or damage" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to such injury or damage. **But this exclusion applies only when one or more of the following are attributed to an incident of "terrorism":**

1. The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or
2. Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or
3. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials; or
5. The total of insured damage to all types of property exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the "terrorism" and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or
6. Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
 - a. Physical injury that involves a substantial risk of death; or
 - b. Protracted and obvious physical disfigurement; or
 - c. Protracted loss of or impairment of the function of a bodily member or organ.

Multiple incidents of "terrorism" which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, for the purpose of determining whether the thresholds in Paragraphs **C.5.** or **C.6.** are exceeded.

With respect to this Exclusion, Paragraphs **C.5.** and **C.6.** describe the threshold used to measure the magnitude of an incident of "terrorism" and the circumstances in which the threshold will apply, for the purpose of determining whether this Exclusion will apply to that incident. When the Exclusion applies to an incident of "terrorism", there is no coverage under this Coverage Part or Policy.

In the event of any incident of "terrorism" that is not subject to this Exclusion, coverage does not apply to "any injury or damage" that is otherwise excluded under this Coverage Part or Policy.

THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT. THIS ENDORSEMENT DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.

DISCLOSURE OF PREMIUM AND ESTIMATED PREMIUM FOR CERTIFIED ACTS OF TERRORISM COVERAGE (PURSUANT TO TERRORISM RISK INSURANCE ACT)

SCHEDULE

SCHEDULE – PART I

Terrorism Premium (Certified Acts)

(A) Premium through end of year (12/31/07) \$ See Below

(B) Estimated Premium beyond the date specified above \$ See Below

(Refer to Paragraph C. in this endorsement.)

This premium is the total Certified Acts premium attributable to the following Coverage Part(s), Coverage Form(s) and/or Policy(s):

The Terrorism premiums displayed on the declaration pages of this policy represent the charge for Terrorism Coverage for the entire policy term. If the Terrorism Risk insurance Act is not continued or extended upon the 12/31/2007 expiration of the Act, A return premium may be due. The return premium will be the prorated portion from 12/31/2007 to the expiration of your policy term.

Additional information, if any, concerning the terrorism premium:

SCHEDULE – PART II

Federal share of terrorism losses: 90% Year 2006

(Refer to Paragraph B. in this endorsement.)

Federal share of terrorism losses: 85% Year 2007

:

(Refer to Paragraph B. in this endorsement.)

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Disclosure Of Premium

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under that Act. The portion of your premium attributable to such coverage is shown in the Schedule of this endorsement or in the policy Declarations.

B. Disclosure Of Federal Participation In Payment Of Terrorism Losses

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. For losses occurring in 2006, the federal share equals 90% of that portion of the amount of such insured losses that exceeds the applicable insurer retention. For losses occurring in 2007, the federal share equals 85% of that portion of the amount of such insured losses that exceeds the applicable insurer retention. If the federal program is extended beyond 2007, the applicable percentage is shown in Part II of the Schedule of this endorsement or in the policy Declarations.

C. Possibility Of Additional Or Return Premium

The premium for certified acts of terrorism coverage is calculated based in part on the federal participation in payment of terrorism losses as set forth in the Terrorism Risk Insurance Act. The federal program established by the Act is scheduled to terminate at the end of the year specified in Part I of the Schedule of this endorsement, unless extended by the federal government. If the federal program terminates or if the level or terms of federal participation change, the estimated premium shown in **(B)** in Part I of the Schedule may not be appropriate.

If this policy contains a Conditional Exclusion, continuation of coverage for certified acts of terrorism, or termination of such coverage, will be determined upon disposition of the federal program, subject to the terms and conditions of the Conditional Exclusion. If this policy does not contain a Conditional Exclusion, coverage for certified acts of terrorism will continue. In either case, when disposition of the federal program is determined, we will recalculate the premium shown in **(B)** in Part I of the Schedule and will charge additional premium or refund excess premium, if indicated.

If we notify you of an additional premium charge, the additional premium will be due as specified in such notice.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONDITIONAL EXCLUSION OF TERRORISM (RELATING TO DISPOSITION OF FEDERAL TERRORISM RISK INSURANCE ACT)

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY INSURANCE

A. Applicability Of The Provisions Of This Endorsement

1. The provisions of this endorsement will become applicable commencing on the date when any one or more of the following first occurs. But if your policy (meaning the policy period in which this endorsement applies) begins after such date, then the provisions of this endorsement become applicable on the date your policy begins.

- a. The federal Terrorism Risk Insurance Program ("Program"), established by the Terrorism Risk Insurance Act of 2002, has terminated with respect to the type of insurance provided under this Coverage Part or Policy; or

- b. A renewal, extension or continuation of the Program has become effective without a requirement to make terrorism coverage available to you and with revisions that:

- (1) Increase our statutory percentage deductible under the Program for terrorism losses. (That deductible determines the amount of all certified terrorism losses we must pay in a calendar year, before the federal government shares in subsequent payment of certified terrorism losses.); or
 - (2) Decrease the federal government's statutory percentage share in potential terrorism losses above such deductible; or
 - (3) Redefine terrorism or make insurance coverage for terrorism subject to provisions or requirements that differ from those that apply to other types of events or occurrences under this policy.

The Program is scheduled to terminate at the end of December 31, 2005 unless renewed, extended or otherwise continued by the federal government.

2. If the provisions of this endorsement become applicable, such provisions:

- a. Supersede any terrorism endorsement already endorsed to this policy that addresses "certified acts of terrorism" and/or "other acts of terrorism", but only with respect to an incident(s) of terrorism (however defined) which results in injury or damage that occurs on or after the date when the provisions of this endorsement become applicable (for claims made policies, such an endorsement is superseded only with respect to an incident of terrorism (however defined) that results in a claim for injury or damage first being made on or after the date when the provisions of this endorsement become applicable); and

- b. Remain applicable unless we notify you of changes in these provisions, in response to federal law.

3. If the provisions of this endorsement do NOT become applicable, any terrorism endorsement already endorsed to this policy, that addresses "certified acts of terrorism" and/or "other acts of terrorism", will continue in effect unless we notify you of changes to that endorsement in response to federal law.

B. The following definitions are added and apply under this endorsement wherever the term terrorism, or the phrase any injury or damage, are enclosed in quotation marks:

1. "Terrorism" means activities against persons, organizations or property of any nature:

a. That involve the following or preparation for the following:

- (1) Use or threat of force or violence; or
- (2) Commission or threat of a dangerous act; or
- (3) Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and

b. When one or both of the following applies:

- (1) The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
- (2) It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

2. "Any injury or damage" means any injury or damage covered under any Coverage Form or Policy to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury", "damages", "employment practices" or "environmental damage" as may be defined in any applicable Coverage Form or Policy.

C. The following exclusion is added:

EXCLUSION OF TERRORISM

We will not pay for "any injury or damage" caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". "Any injury or damage" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to such injury or damage. **But this exclusion applies only when one or more of the following are attributed to an incident of "terrorism":**

1. The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or

2. Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or

3. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or

4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials; or

5. The total of insured damage to all types of property exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the "terrorism" and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or

6. Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:

- a. Physical injury that involves a substantial risk of death; or
- b. Protracted and obvious physical disfigurement; or
- c. Protracted loss of or impairment of the function of a bodily member or organ.

Multiple incidents of "terrorism" which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, for the purpose of determining whether the thresholds in Paragraphs **C.5.** or **C.6.** are exceeded.

With respect to this Exclusion, Paragraphs **C.5.** and **C.6.** describe the threshold used to measure the magnitude of an incident of "terrorism" and the circumstances in which the threshold will apply, for the purpose of determining whether this Exclusion will apply to that incident. When the Exclusion applies to an incident of "terrorism", there is no coverage under this Coverage Form or Policy.

In the event of any incident of "terrorism" that is not subject to this Exclusion, coverage does not apply to "any injury or damage" that is otherwise excluded under this Coverage Form or Policy.

Text Comparison

Documents Compared

SL 21 87 05 04.pdf - Adobe Acrobat Professional

SL 21 87.pdf - Adobe Acrobat Professional

Summary

77 word(s) added

36 word(s) deleted

1149 word(s) matched

9 block(s) matched

To see where the changes are, scroll down.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONDITIONAL EXCLUSION OF TERRORISM (RELATING TO DISPOSITION OF FEDERAL TERRORISM RISK INSURANCE ~~ACT OF 2002~~)

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY INSURANCE

A. Applicability Of The Provisions Of This Endorsement

1. The provisions of this endorsement will become applicable commencing on the date when any one or more of the following first ~~oc-~~
~~curs~~:
 - a. The federal Terrorism Risk Insurance Program ("Program"), established by the Terrorism Risk Insurance Act of 2002, has terminated with respect to the type of insurance provided under this Coverage Part or Policy; or
 - b. A renewal, extension or continuation of the Program has become effective without a requirement to make terrorism coverage available to you and with revisions that:
 - (1) Increase our statutory percentage deductible under the Program for terrorism losses. (That deductible determines the amount of all certified terrorism losses we must pay in a calendar year, before the federal government shares in subsequent payment of certified terrorism losses.); or
 - (2) Decrease the federal government's statutory percentage share in potential terrorism losses above such deductible; or
 - (3) Redefine terrorism or make insurance coverage for terrorism subject to provisions or requirements that differ from those that apply to other types of events or occurrences under this policy.

The Program is scheduled to terminate at the end of December 31, 2005 unless renewed, extended or otherwise continued by the federal government.

2. If the provisions of this endorsement become applicable, such provisions:
 - a. Supersede any terrorism endorsement already endorsed to this policy that addresses "certified acts of terrorism" and/or "other acts of terrorism", but only with respect to an incident(s) of terrorism (however defined) which results in injury or damage that occurs on or after the date when the provisions of this endorsement become applicable (for claims made policies, such an endorsement is superseded only with respect to an incident of terrorism (however defined) that results in a claim for injury or damage first being made on or after the date when the provisions of this endorsement become applicable); and
 - b. Remain applicable unless we notify you of changes in these provisions, in response to federal law.
3. If the provisions of this endorsement do NOT become applicable, any terrorism endorsement already endorsed to this policy, that addresses "certified acts of terrorism" and/or "other acts of terrorism", will continue in effect unless we notify you of changes to that endorsement in response to federal law.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONDITIONAL EXCLUSION OF TERRORISM (RELATING TO DISPOSITION OF FEDERAL TERRORISM RISK INSURANCE ACT)

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY INSURANCE

A. Applicability Of The Provisions Of This Endorsement

1. The provisions of this endorsement will become applicable commencing on the date when any one or more of the following first occurs. But if your policy (meaning the policy period in which this endorsement applies) begins after such date, then the provisions of this endorsement become applicable on the date your policy begins.

- a. The federal Terrorism Risk Insurance Program ("Program"), established by the Terrorism Risk Insurance Act of 2002, has terminated with respect to the type of insurance provided under this Coverage Part or Policy; or

- b. A renewal, extension or continuation of the Program has become effective without a requirement to make terrorism coverage available to you and with revisions that:

- (1) Increase our statutory percentage deductible under the Program for terrorism losses. (That deductible determines the amount of all certified terrorism losses we must pay in a calendar year, before the federal government shares in subsequent payment of certified terrorism losses.); or
- (2) Decrease the federal government's statutory percentage share in potential terrorism losses above such deductible; or
- (3) Redefine terrorism or make insurance coverage for terrorism subject to provisions or requirements that differ from those that apply to other types of events or occurrences under this policy.

The Program is scheduled to terminate at the end of December 31, 2005 unless renewed, extended or otherwise continued by the federal government.

2. If the provisions of this endorsement become applicable, such provisions:

- a. Supersede any terrorism endorsement already endorsed to this policy that addresses "certified acts of terrorism" and/or "other acts of terrorism", but only with respect to an incident(s) of terrorism (however defined) which results in injury or damage that occurs on or after the date when the provisions of this endorsement become applicable (for claims made policies, such an endorsement is superseded only with respect to an incident of terrorism (however defined) that results in a claim for injury or damage first being made on or after the date when the provisions of this endorsement become applicable); and

- b. Remain applicable unless we notify you of changes in these provisions, in response to federal law.

3. If the provisions of this endorsement do NOT become applicable, any terrorism endorsement already endorsed to this policy, that addresses "certified acts of terrorism" and/or "other acts of terrorism", will continue in effect unless we notify you of changes to that endorsement in response to federal law.

B. The following definitions are added and apply under this endorsement wherever the term terrorism, or the phrase any injury or damage, are enclosed in quotation marks:

1. "Terrorism" means activities against persons, organizations or property of any nature:

a. That involve the following or preparation for the following:

- (1) Use or threat of force or violence; or
- (2) Commission or threat of a dangerous act; or
- (3) Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and

b. When one or both of the following applies:

- (1) The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
- (2) It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

2. "Any injury or damage" means any injury or damage covered under any Coverage ~~Part~~ or Policy to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "~~injury~~" or "environmental damage" as may be defined in any applicable Coverage ~~Part~~ or Policy.

C. The following exclusion is added:

EXCLUSION OF TERRORISM

We will not pay for "any injury or damage" caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". "Any injury or damage" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to such injury or damage. **But this exclusion applies only when one or more of the following are attributed to an incident of "terrorism":**

1. The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or

2. Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or

3. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or

4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials; or

5. The total of insured damage to all types of property exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the "terrorism" and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or

6. Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:

- a. Physical injury that involves a substantial risk of death; or
- b. Protracted and obvious physical disfigurement; or
- c. Protracted loss of or impairment of the function of a bodily member or organ.

Multiple incidents of "terrorism" which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, for the purpose of determining whether the thresholds in Paragraphs **C.5.** or **C.6.** are exceeded.

With respect to this Exclusion, Paragraphs **C.5.** and **C.6.** describe the threshold used to measure the magnitude of an incident of "terrorism" and the circumstances in which the threshold will apply, for the purpose of determining whether this Exclusion will apply to that incident. When the Exclusion applies to an incident of "terrorism", there is no coverage under this Coverage ~~Part~~ or Policy.

In the event of any incident of "terrorism" that is not subject to this Exclusion, coverage does not apply to "any injury or damage" that is otherwise excluded under this Coverage ~~Part or Policy~~.

B. The following definitions are added and apply under this endorsement wherever the term terrorism, or the phrase any injury or damage, are enclosed in quotation marks:

1. "Terrorism" means activities against persons, organizations or property of any nature:

a. That involve the following or preparation for the following:

- (1) Use or threat of force or violence; or
- (2) Commission or threat of a dangerous act; or
- (3) Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and

b. When one or both of the following applies:

- (1) The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
- (2) It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

2. "Any injury or damage" means any injury or damage covered under any Coverage Form or Policy to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury", "damages", "employment practices" or "environmental damage" as may be defined in any applicable Coverage Form or Policy.

C. The following exclusion is added:

EXCLUSION OF TERRORISM

We will not pay for "any injury or damage" caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". "Any injury or damage" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to such injury or damage. **But this exclusion applies only when one or more of the following are attributed to an incident of "terrorism":**

1. The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or

2. Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or

3. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or

4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials; or

5. The total of insured damage to all types of property exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the "terrorism" and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or

6. Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:

- a. Physical injury that involves a substantial risk of death; or
- b. Protracted and obvious physical disfigurement; or
- c. Protracted loss of or impairment of the function of a bodily member or organ.

Multiple incidents of "terrorism" which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, for the purpose of determining whether the thresholds in Paragraphs **C.5.** or **C.6.** are exceeded.

With respect to this Exclusion, Paragraphs **C.5.** and **C.6.** describe the threshold used to measure the magnitude of an incident of "terrorism" and the circumstances in which the threshold will apply, for the purpose of determining whether this Exclusion will apply to that incident. When the Exclusion applies to an incident of "terrorism", there is no coverage under this Coverage Form or Policy.

In the event of any incident of "terrorism" that is not subject to this Exclusion, coverage does not apply to "any injury or damage" that is otherwise excluded under this Coverage Form or Policy.

Rate Information

Rate data does NOT apply to filing.

Supporting Document Schedules

Satisfied -Name:		Review Status:	
Uniform Transmittal Document- Property & Casualty		Approved	07-17-2007
Comments:			
Attachment:			
AR PCTD1 and PCFFS1 rev.pdf			
Satisfied -Name:		Review Status:	
Explanatory Memo and Exhibit I		Approved	07-17-2007
Comments:			
Attachments:			
FM Coverletter.pdf			
Exhibit I rev.pdf			

Property & Casualty Transmittal Document

1. Reserved for Insurance Dept. Use Only	2. Insurance Department Use only	
	a. Date the filing is received:	
	b. Analyst:	
	c. Disposition:	
	d. Date of disposition of the filing:	
	e. Effective date of filing:	
	New Business	
	Renewal Business	
	f. State Filing #:	
	g. SERFF Filing #:	
h. Subject Codes		

3. Group Name	State Auto Insurance Companies				Group NAIC #	175
4. Company Name(s)	Domicile	NAIC #	FEIN #	State #		
State Automobile Mutual Ins. Co.	Ohio	25135	31-4316080			
State Auto Property & Casualty Ins. Co.	Iowa	25127	57-6010814			

5. Company Tracking Number	SAC-GL-2007-596
-----------------------------------	------------------------

Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6. Name and address	Title	Telephone #s	FAX #	e-mail
Kathy Hartwell State Auto Insurance Companies 518 E. Broad St., Cols, OH 43215	Supervisor, State Filings	800-695-9436	614-719-0299	Kathy.hartwell@stateauto.com
7. Signature of authorized filer				
8. Please print name of authorized filer		Kathy Hartwell		

Filing information (see General Instructions for descriptions of these fields)

9. Type of Insurance (TOI)	17.0 Other Liability – Occ/Claims Made			
10. Sub-Type of Insurance (Sub-TOI)	17.0001 Commercial General Liability			
11. State Specific Product code(s)(if applicable)[See State Specific Requirements]				
12. Company Program Title (Marketing title)	General Liability			
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)			
14. Effective Date(s) Requested	New:	09-01-2007	Renewal:	10-26-2007
15. Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
16. Reference Organization (if applicable)				
17. Reference Organization # & Title				
18. Company's Date of Filing	07-16-2007			
19. Status of filing in domicile	<input type="checkbox"/> Not Filed <input checked="" type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved			

Property & Casualty Transmittal Document—

20.	This filing transmittal is part of Company Tracking #	SAC-GL-2007-596
21.	Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]	

General Liability – Forms Revisions

With this filing State Auto is implementing changes to our policy forms (and rules and rates by separate letter) as follows. Please see Exhibit I for forms list.

1. Plus Endorsements

We are enhancing proprietary endorsements referred to as "Plus" forms. These are endorsements that package together several enhancements. This revision will add additional coverages and increase the limits on others. There is no rate impact with the changes to these endorsements.

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3. Additional Insured

We are making available two new optional additional insured endorsements.

22.	Filing Fees (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]
Check #: EFT Amount: \$50.00	
Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.	

***Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)

(Do not refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #	SAC-GL-2007-596			
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)	N/A			
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	Liability Plus Endorsement	SI 10 07 06 07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	SI 10 07 01/06	
02	General Liability Extension Endorsement	SL 40 00 12/04	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	SL 40 00 03/04	
03	Add'l Insured —Owners, Lessees or Contractors — Scheduled Person or Organization (including Completed Operations)	SL 20 10 04/07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04	Add'l Insured —Owners, Lessees or Contractors — Automatic Status (including Completed Operations)	SL 20 33 04/07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05	Conditional Exclusion Of Terrorism (Relating To Disposition Of Federal Terrorism Risk Insurance)	CG 21 87 01/07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	CG 21 87 05/04	
06	Disclosure Of Premium And Estimated Premium For Certified Acts Of Terrorism Coverage (Pursuant To Terrorism Risk Insurance Act)	IL 09 99 01/07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	IL 09 99 05/04	
07	Disclosure Of Premium And Estimated Premium For Certified Acts Of Terrorism Coverage	PN 00 83 01/07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	PN 00 83 08/03	
08	Conditional Exclusion Of Terrorism (Relating To Disposition Of Federal Terrorism Risk Insurance)	SL 21 87 01/07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	SL 21 87 05/04	
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

FILING MEMORANDUM / COVER SHEET**General Liability – Forms Revisions**

With this filing State Auto is implementing changes to our policy forms (and rules and rates by separate letter) as follows. Please see Exhibit I for forms list.

1. Plus Endorsements

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3. Additional Insured

We are making available two new optional additional insured endorsements.

Revised 07-17-2007

EXHIBIT I

GENERAL LIABILITY FORMS

New / Revised Form	Replaced Form	Title	Description
CG 21 87 01 07	CG 21 87 05 04	Conditional Exclusion Of Terrorism (Relating To Disposition Of Federal Terrorism Risk Insurance)	
SL 21 87 01 07	SL 21 87 05 04	Conditional Exclusion Of Terrorism (Relating To Disposition Of Federal Terrorism Risk Insurance)	
IL 09 99 01 07	IL 09 99 05 04	Disclosure Of Premium And Estimated Premium For Certified Acts Of Terrorism Coverage (Pursuant To Terrorism Risk Insurance Act)	
PN 00 83 01 07	PN 00 83 08 03	Policyholder Disclosure —Notice Of Terrorism Risk Insurance Act	
SI 10 07 06 07	SI 10 07 01 06	Liability Plus Endorsement	Broadening
SL 20 10 04 07	New	Additional Insured —Owners, Lessees or Contractors —Scheduled Person or Organizations (including Completed Operations)	Clarification
SL 20 33 04 07	New	Additional Insured —Owners, Lessees or Contractors (including Completed Operations)	Broadening
SL 40 00 12 04	SL 40 00 03 04	General Liability Extension Endorsement	Broadening

Superseded Attachments

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Original Date:	Schedule	Document Name	Replaced Date	Attach Document
No original date	Supporting Document	Uniform Transmittal Document-Property & Casualty	07-16-2007	AR PCTD1 and PCFFS1.pdf
No original date	Supporting Document	Uniform Transmittal Document-Property & Casualty	07-16-2007	AR PCTD1 and PCFFS1 corr.pdf
No original date	Supporting Document	Explanatory Memo and Exhibit I	07-16-2007	FM Coverletter.pdf Exhibit I.pdf

Property & Casualty Transmittal Document

1. Reserved for Insurance Dept. Use Only	2. Insurance Department Use only	
	a. Date the filing is received:	
	b. Analyst:	
	c. Disposition:	
	d. Date of disposition of the filing:	
	e. Effective date of filing:	
	New Business	
	Renewal Business	
	f. State Filing #:	
	g. SERFF Filing #:	
h. Subject Codes		

3. Group Name	State Auto Insurance Companies				Group NAIC #	175
4. Company Name(s)	Domicile	NAIC #	FEIN #	State #		
State Automobile Mutual Ins. Co.	Ohio	25135	31-4316080			
State Auto Property & Casualty Ins. Co.	Iowa	25127	57-6010814			

5. Company Tracking Number	SAC-GL-2007-596
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Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6. Name and address	Title	Telephone #s	FAX #	e-mail
	Supervisor, State Filings	800-695-9436	614-719-0299	Kathy.hartwell@stateauto.com
7. Signature of authorized filer				
8. Please print name of authorized filer		Kathy Hartwell		

Filing information (see General Instructions for descriptions of these fields)

9. Type of Insurance (TOI)	17.0 Other Liability – Occ/Claims Made
10. Sub-Type of Insurance (Sub-TOI)	17.0001 Commercial General Liability
11. State Specific Product code(s)(if applicable)[See State Specific Requirements]	
12. Company Program Title (Marketing title)	General Liability
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
14. Effective Date(s) Requested	New: 09-01-2007 Renewal: 09-01-2007
15. Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
16. Reference Organization (if applicable)	
17. Reference Organization # & Title	
18. Company's Date of Filing	07-16-2007
19. Status of filing in domicile	<input type="checkbox"/> Not Filed <input checked="" type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

Property & Casualty Transmittal Document—

20.	This filing transmittal is part of Company Tracking #	SAC-GL-2007-596
21.	Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]	

General Liability – Forms Revisions

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3. Additional Insured

We are making available two new optional additional insured endorsements.

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Check #: EFT Amount: \$50.00	
Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.	

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2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)	N/A
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3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	Liability Plus Endorsement	SI 10 07 06 07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	SI 10 07 01/06	
02	General Liability Extension Endorsement	SL 40 00 12/04	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	SL 40 00 03/04	
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08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

PC FFS-1

Property & Casualty Transmittal Document

1. Reserved for Insurance Dept. Use Only	2. Insurance Department Use only	
	a. Date the filing is received:	
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	c. Disposition:	
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	New Business	
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7. Signature of authorized filer				
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Filing information (see General Instructions for descriptions of these fields)

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10. Sub-Type of Insurance (Sub-TOI)	17.0001 Commercial General Liability			
11. State Specific Product code(s)(if applicable)[See State Specific Requirements]				
12. Company Program Title (Marketing title)	General Liability			
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)			
14. Effective Date(s) Requested	New:	09-01-2007	Renewal:	10-26-2007
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18. Company's Date of Filing	07-16-2007			
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07	Disclosure Of Premium And Estimated Premium For Certified Acts Of Terrorism Coverage	PN 00 83 01/07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	PN 00 83 08/03	
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
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PC FFS-1

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GENERAL LIABILITY FORMS

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SL 20 10 04 07	New	Additional Insured —Owners, Lessees or Contractors —Scheduled Person or Organizations (including Completed Operations)	Clarification
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SL 40 00 12 04	SL 40 00 03 04	General Liability Extension Endorsement	Broadening